

ADDENDUM TO ORDER FORM: HPA

This **ADDENDUM TO ORDER FORM: HPA**(“**Addendum**”), dated as of this 9th day of October, 2025, is entered into by and between City of Broken Arrow as Plan Sponsor and Plan Administrator (“**Sponsor**”) on the one hand and Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, Benefit Administrative Systems, LLC, HealthComp, LLC, Benefit Assistance Company, LLC and MedCom Care Management, L.L.C. (each as applicable and as identified in the signature block below and each with a place of business located at 75 Fountain Street, Suite 310, Providence, RI 02902) (“**Personify Health**”) (each of Sponsor and Personify Health a “**Party**” and together the “**Parties**”), and relates to and supplements the current and in-effect Order Form: HPA, entered into by and between Personify Health and Sponsor (the “**Agreement**”).

WHEREAS, Personify Health and Sponsor entered into the Agreement in connection with Personify Health’s provision of administrative services for Sponsor’s self-funded employee welfare benefit plan pursuant to the Employee Retirement Income Security Act of 1974 as amended, (the “**Plan**”) for certain employees of Sponsor and for certain dependents of such employees (“**Participants**”);

WHEREAS, Sponsor wishes to terminate the Agreement effective 11:59p.m on December 31, 2025 (“**Termination Date**”) and Sponsor requests Personify Health to provide an extension of the Agreement to provide Services for claims that were incurred prior to the Termination Date but received after the Termination Date as described in the Run-Out Services Agreement attached hereto (“**Run-Out Services**”);

WHEREAS, the capitalized terms used in this Addendum and the Run-Out Services Agreement and not otherwise defined therein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Amendment. The Agreement is hereby amended as follows:
- a. By adding the following Run-Out Services Agreement as it relates to the terms and conditions of run-out services.
2. Entire Agreement. This Addendum, the Agreement, and the Business Associate Agreement (along with all exhibits, appendices, attachments, or amendments thereto) constitute the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this Addendum, the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Addendum as of the last date below.

CITY OF BROKEN ARROW

PERSONIFY HEALTH SOLUTIONS, LLC

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Run-Out Services Agreement

This Run-Out Services Agreement shall be effective as of the “**Run-Out Order Start Date**” and, unless terminated in accordance with the Agreement and the Payment Terms & Conditions below, continue until the “**Run-Out End Date**” set forth in the table below (the “**Run-Out Period**”).

With respect to any conflict between the terms and conditions set forth in the Agreement and those in this Run-Out Services Agreement, the terms of this Run-Out Services Agreement shall apply but solely with respect to the service purchased and listed in the table entitled “Selected Services & Fees” below.

Selected Services & Fees								
Services	Run-Out Order Start Date	Run-Out Order End Date	Run-Out Term	Billing Unit	Current Administration /Access Fee	Average Eligibility for last 6 months of Services	Months of Services Billed	Total Price For Run-Out Services
Run-Out Services	01/01/2026	12/31/2026	12 Months	Flat Fee	\$17.01 PEPM	610	4	\$41,504.40
Cigna PPO Wrap Network Service Fees	01/01/2026	12/31/2026	12 Months	Flat Fee	\$4.01 PEPM	610	4	\$9,784.40
						Run Out Service Fees:		\$51,288.80

Payment Terms and Conditions:

1. Fees must be paid no later than thirty (30) days prior to the Run-Out Order Start Date.
2. All Services in the Agreement will continue through the Run-Out Period.
3. PERSONIFY HEALTH agrees to process under the Plan only those claims incurred prior to the Run-Out Order Start Date and received by PERSONIFY HEALTH on or prior to the Run-Out Order End Date.
4. Upon expiration of the Run-Out Period, claims will be returned to Sponsor at the address provided in the notice section of the Agreement.
5. The provisions of the Agreement, including the Data Security Exhibit and Business Associate Agreement shall apply and be applicable to the extent necessary for the all claims processed during the Run-Out Period.
6. Sponsor shall notify its Participants of the importance of filing all run-out claims as soon as possible. If any run-out claims are eligible for excess risk reimbursement, PERSONIFY HEALTH will file any claims eligible under any excess risk contract in force prior to the beginning of the Run-Out Period. For claims not covered by such excess risk contract, PERSONIFY HEALTH will have no responsibility, risk, liability or obligation to file any claim with any excess risk policy, but will provide relevant information on claims to Sponsor or to its designee, upon request, for use in making a claim to any excess risk reinsurance carrier for any reinsurance contract protecting such exposure.
7. Sponsor will notify PERSONIFY HEALTH immediately if Sponsor is experiencing difficulty funding run-out claims account. Additionally, if Sponsor initiates proceedings pursuant to any chapter of the U.S. Bankruptcy Code, whether voluntarily or involuntarily, Sponsor, upon the occurrence of any of these events, shall immediately notify PERSONIFY HEALTH, all Participants, and applicable governmental or regulatory authorities. Should the Sponsor fail to provide such notification, PERSONIFY HEALTH is authorized to provide such notification.
8. If Sponsor does not provide PERSONIFY HEALTH with the Run-Out Service Fees, as noted above, within 30 calendar days prior to the Run-Out Order Start Date, PERSONIFY HEALTH will cease processing run-out claims and will terminate this Addendum effective immediately.